



CHAMPAGNE AND AISHIHIK FIRST NATIONS



MEMORANDUM OF UNDERSTANDING

BETWEEN THE

VILLAGE OF HAINES JUNCTION and CHAMPAGNE AND AISHIHIK FIRST NATIONS

**WITH RESPECT TO ACKNOWLEDGING AREAS OF COMMON INTEREST WITH RESPECT TO
EMERGENCY MANAGEMENT ON BOTH MUNICIPAL AND SELF-GOVERNING FIRST NATION
SETTLEMENT LANDS**

RECOGNIZING that some of Champagne and Aishihik First Nations lands are within, adjoining or in close geographical proximity to the boundaries of the Village of Haines Junction;

RECOGNIZING the mutual desire of Champagne and Aishihik First Nations and the Village of Haines Junction to strengthen bi-lateral relations, collaboration, and cooperation when providing services to citizens and residents of the community;

RECOGNIZING that nothing in the Memorandum of Understanding or other joint agreements that may be reached in any way diminishes the authority of either party to exercise governing authorities in their areas of jurisdiction;

THEREFORE, the Village of Haines Junction and Champagne and Aishihik First Nations, through this Memorandum of Understanding, agree to the following:



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1. RECOGNITION

- 1.1. This Memorandum of Understanding (hereinafter referred to as "MOU") recognizes:
 - 1.1.1. The Village of Haines Junction (hereinafter referred to as "Village") is situated within the Traditional Territory of the Champagne and Aishihik First Nations (hereinafter referred to as "CAFN").
 - 1.1.2. The Chief and Council of CAFN as the legislative body of CAFN's Government.
 - 1.1.3. The Mayor and Council of the Village as the legislative body of the municipal Government.
 - 1.1.4. The Emergency Management Plan jointly adopted by both Governments shall be applicable for the areas as outlined in Section 3 of this document. Further, it is recognized that the appointed representatives, emergency operation centre, operating structures, policies and procedures created, and actions taken pursuant to the adopted Emergency Management Plan is done in the name of CAFN and the Village.

2. INTENT AND PURPOSE

- 2.1. It is the intent and purpose of this MOU to document the cooperation between CAFN and the Village to jointly respond to all types of emergencies that pose a threat to life and property of members and visitors to the community and surrounding areas.
- 2.2. Further, the intent and purpose of this document is to provide for the joint adoption of an Emergency Management Plan which will serve as the plan for both CAFN and the Village in responding to emergencies.

3. JURISDICTION

- 3.1. Champagne and Aishihik First Nations
 - 3.1.1. Champagne and Aishihik Traditional Territory, specifically the Dakwäkäda Region. The Dakwäkäda Region extends from Alaska Highway km 1568, east of Pine Lake, to km 1590, near Bear Creek.
- 3.2. Village of Haines Junction



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3.2.1. Boundaries as defined by Yukon Municipal Act Order in Council 184/272 and amended by Yukon Municipal Act Order in Council 2003/297.

4. TERMS OF EFFECT

4.1. This MOU shall commence on the Effective Date indicated within the document and will continue to remain in effect until:

4.1.1. 11:59pm, December 31st, 2020, or

4.1.2. The MOU is terminated by either Party, whichever comes first.

4.2. Both parties agree that this MOU may require amendment from time to time which shall be done via mutual consent. Such revisions must be agreed to in writing and adopted by the Government of each Party. Such amendments may include but are not limited to amending the end date of this MOU further into the future.

5. TERMINATION

5.1. This MOU may be terminated for any reason by either Party upon the provision of thirty (30) calendar days advance written notice to the other Party.

5.2. Immediately upon the termination of this MOU, the Parties agree to dissolve any and all operating structures, policies, or procedures created as a result of this MOU. Further, any appointments made as a result of this MOU or the jointly adopted Emergency Management Plan shall be immediately rescinded. The Parties would also be free to reinstate any pre-existing or create new operating structures, policies or procedures for managing Emergencies within their respective jurisdiction.

CONTINUITY AND TRANSITION

Except in the case of termination or expiration of this MOU, this agreement shall remain in place across terms of office for both Chief and Council of the Government of CAFN and the Mayor and Council of the Government of the Village in the event of an election.



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IN WITNESS THEREOF: The Parties through their respective representatives, have hereunto affixed their signatures as of the day, date, year, (Effective Date) indicated below.

Signed in the presence of:

Witness

Date:

Champagne and Aishihik First Nations

Dän nätthe ada Kaaxnox – Chief Steve Smith

June 22, 2020
Date:

Signed in the presence of:

Witness

2020/06/15
Date:

Village of Haines Junction

Thomas Eckervogt, Mayor

2020/06/15
Date:



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Appendix 1 – Confidential Contact Information

Names	Title	Personal Contact	Email
CHAMPAGNE AND AISHIHIK FIRST NATIONS			
Steve Smith	Chief		ssmith@cafn.ca
Rose Kushniruk	Deputy Chief		rkushniruk@cafn.ca
Mundy Joe	Elder Councillor		mjoe@cafn.ca
Jessica Mazur	Youth Councillor		jmazur@cafn.ca
Barb Joe	Councillor		bjoe@cafn.ca
Marie McLaren	Councillor		mmclaren@cafn.ca
Michael Beattie	Councillor		mbeattie@cafn.ca
Fran Asp	Executive Director		fasp@cafn.ca
General Office Line		(867) 634-4200	reception@cafn.ca
VILLAGE OF HAINES JUNCTION			
Thomas Eckervogt	Mayor	867-689-2311	mayor@hainesjunction.ca
Mark Nassiopoulos	Councilor	867-334-7335	clrnassiopoulos@hainesjunction.ca
Susan Smith	Councilor	867-634-5266	clrsmith@hainesjunction.ca
Kari Johnston	Councilor	867-335-0440	clrjohnston@hainesjunction.ca
Dan Rodin	CAO	778-350-8353	cao@hainesjunction.ca
General Office Line		867-634-7100	admin@hainesjunction.ca